

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES**

THIS THIRD AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Othon, Inc., (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Construction Management Services on September 3, 2019, the Amendment to Agreement for Professional Construction Management Services on January 25, 2022, and the Second Amendment to Agreement for Professional Construction Management Services on January 9, 2024 (collectively the “Agreement”) pursuant to SOQ 14-025, and incorporated fully by reference; and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and increase the total Maximum Compensation; and

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional five hundred eight thousand three hundred fourteen dollars and 00/100 (\$508,314.00), for the services as described in Contractor’s proposal dated April 5, 2024, attached hereto as Exhibit “A-3” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one million eight hundred forty-eight thousand fifty-one dollars and 00/100 (\$1,848,051), authorized as follows:
 \$886,785.00 under the Agreement;
 \$452,952.00 under the First Amendment;
 \$ 0.00 under the Second Amendment; and
 \$508,314.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.

4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged. If there is a conflict between this Third Amendment and the Agreement, the provisions of this Third Amendment shall prevail with regard to the conflict.

(Execution Page Follows)

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

K.P. George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

OTHON, INC.



Authorized Agent – Signature

Shane Cossey

Authorized Agent – Printed Name

Vice President

Title

7/11/2024

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A-3



April 5, 2024

Mr. Stacy Slawinski
County Engineer
Fort Bend County

Re: 2017 Mobility Bond Program in Precincts 1, 2, 3, and 4
Amendment to Agreement for Professional Construction Management Services
Fort Bend County

Dear Mr. Slawinski:

Please see enclosed OTHON INC.'s proposal for amendment to the subject Contract to incorporate new maximum raw rates, add an additional \$508,314.00 to the Contract, and extend the termination date to 3/31/2026.

Please let me know if you have any questions or concerns.

Sincerely,



Shane Cossey, PE
Vice President
OTHON, INC.
Consulting Engineers

CC: Robert Baker

FORT BEND COUNTY
2017 Mobility Bond Program
Construction Management Services
OTHON, INC.
Fee Schedule

Labor Classification	Maximum Raw Rate	Multiplier	Billing Rate
Inspector III (minimum 10 years' experience)	\$ 35.00	2.45	\$ 85.75
Inspector II (minimum 6 years' experience)	\$ 30.50	2.45	\$ 82.35

Monthly Reimbursable Expenses	Billing Rate
Vehicle	\$1,000.00
Cell Phone with data plan	\$ 100.00
Computer with field access to the internet	\$ 100.00

OTHON CONTRACT AMENDMENT PROPOSAL	
PROJECT DATA	
PROJECT NAME:	FORT BEND 2017 MOBILITY PROJECTS
CLIENT:	FBC
CURRENT CONTRACT AMOUNT:	1,339,737.00
ESTIMATED AMENDMENT AMOUNT:	508,314.00
REVISED CONTRACT TOTAL:	1,848,051.00
CURRENT CONTRACT END DATE:	6/30/2025
ESTIMATED NEW END DATE:	3/31/2026

PROJECT OTHON LABOR SCHEDULE							
NO.	CLASSIFICATION	RAW RATE	MULTIPLIER	BILLING RATE	ESTIMATED MONTHLY HOURS	TOTAL MONTHS	TOTAL
1	INSPECTOR III	35.00	2.45	85.75	173	24	\$ 356,034.00
2	INSPECTOR III (OT)	52.50	2.45	128.63	40	24	\$ 123,480.00
3	INSPECTOR II	30.50	2.7	82.35			\$ -
4	INSPECTOR II (OT)	45.75	2.7	123.53			\$ -
TOTAL:							\$ 479,514.00

REIMBURSABLE EXPENSES					
NO.	CLASSIFICATION		MONTHLY RATE	TOTAL MONTHS	TOTAL
1	VEHICLE		1000.00	24	\$ 24,000.00
2	CELL PHONE		100.00	24	\$ 2,400.00
3	COMPUTER		100.00	24	\$ 2,400.00
TOTAL:					\$ 28,800.00